

The Solicitors' Journal.

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CURRENT TOPICS.

THERE IS SOME PROBABILITY that the Lord Chancellor will sit with the Court of Appeal at Lincoln's-inn during the early days of the ensuing sittings.

THE APPEAL LIST for Hilary Sittings contains 63 Chancery appeals, 73 appeals from the Queen's Bench Division, 10 from the Probate, &c., Division, and 10 from the Court of Bankruptcy; making a total of 156 appeals. A year ago there were 191 appeals, and two years ago 326.

AS THERE WILL BE NO SITTING of the Court of Appeal at Westminster during the absence on circuit of Lords Justices BAGGALLAY, COTTON, and LINDLEY, applications for early hearing at Lincoln's-inn of Westminster interlocutory applications may be made to the court at Lincoln's-inn.

THE CAUSE-LISTS of the Chancery Division for Hilary Sittings will contain 194 causes before Vice-Chancellor HALL; 87 causes before Vice-Chancellor BACON; 95 causes before Mr. Justice FRY; 51 causes before Mr. Justice KAY, and 200 causes before Mr. Justice CHITTY, making a total of 627 causes before the five judges of the Division. It is not a little curious that, at the commencement of the last sittings, there were exactly the same number of causes in these lists. A year ago—viz., at the commencement of Hilary Sittings, 1881—there were 477 causes, being exactly the same number as at the commencement of the previous Michaelmas Sittings.

THE GLOOMY VATICINATIONS contained in the preface to Messrs. WOLSTENHOLME and TURNER's book have attracted general attention. These learned editors say that "if the orders made under the Solicitors' Remuneration Act provide for an *ad valorem* payment, covering all but very exceptional charges, as is now the rule in Scotland, the fees (if any) to counsel must be paid by the solicitor out of his own pocket, and will bear no fixed proportion to his own remuneration. The result must be that, unless some special difficulty arises, counsel will never be consulted, and the conveyancing branch of the profession will practically cease to exist. When to this it is added that pleadings no longer require to be signed by counsel, and can be, and are, drawn by solicitors; that already a very large proportion of the business, including even more or less of the contentious business in actions, is transacted in the judges' chambers by solicitors or their clerks; and that the abolition of written or printed pleadings seems imminent—the business of the outer bar is likely soon to be reduced to that of advocate alone." Upon this we have to observe that there is a good deal in the "ifs" upon which these observations hang. It is a little hasty to conclude that the Committee (which includes the Lord Chancellor and the Master of the Rolls) intrusted with the power to make General Orders for remuneration in conveyancing, will altogether ignore the existence of the conveyancing branch of the bar, and it is certainly premature to speculate on the adoption by the Rule Committee of Judges of the recommendation of the Procedure Committee relating to the abolition of pleadings. But assuming that these changes are effected, will the results be such as our authors suppose? We should question whether, during the present generation, much change would occur. We imagine that at present conveyancing counsel are seldom consulted—by country solicitors at all events—unless some special

difficulty occurs; and as our readers know, in not a few instances, inclusive scales of charges are already frequently adopted by solicitors in dealings with their clients. The writers forget that so long as a solicitor remains liable to his client for negligence in conveyancing matters, it will always be worth his while, in matters of any difficulty, to obtain shelter under the authority of counsel. And with regard to the so-called abolition of pleadings, it may be safely affirmed that there will always be sufficient cases requiring pleadings to save the junior bar from despair. What the ultimate effect of the changes suggested will be is a different matter, which requires more lengthened consideration than we can give it here.

ATTENTION HAS BEEN RECENTLY DIRECTED to the facility with which poison may be acquired, and it may be well to notice the statutory restrictions upon its sale, which are chiefly contained in the Pharmacy Act, 1868 (31 & 32 Vict. c. 121), as amended by the Pharmacy Act, 1869 (32 & 33 Vict. c. 117). By section 1 of the Act of 1868 no person may keep open shop for the sale of poisons, unless he be a chemist registered under that Act, "and conform to such regulations as to the . . . selling of such poisons as may from time to time be prescribed by the Pharmaceutical Society with the consent of the Privy Council." By section 17 it is unlawful to sell any poison whatever unless the vessel in which the poison is contained be labelled "poison," and with the name and address of the seller, and to sell any of the poisons specified in the first part of schedule A. to that Act, or "added thereto" by resolution of the Pharmaceutical Society, confirmed by the Privy Council, "to any person unknown to the seller, unless introduced by some person known to the seller." It is added, that "on every sale of every such article the seller shall, before delivery, make, or cause to be made, an entry in a book to be kept for that purpose, stating the date of the sale, the name and address of the purchaser, the name and quantity of the article sold, and the purpose for which it is stated by the purchaser to be required, to which entry the signature of the purchaser and of the person, if any, who introduced him shall be affixed." But there is a saving clause that "the provisions of this section which are solely applicable to poisons in the first part of schedule A., or which require that the label shall contain the name and address of the seller, shall not apply to articles to be exported by wholesale dealers, nor shall any of the provisions of this section apply to any medicine supplied by a legally qualified apothecary to his patient, nor apply to any article when forming part of the ingredients of any medicine dispensed by a registered chemist." There is also a saving for the Arsenic Act (14 & 15 Vict. c. 13), which, though somewhat similar in effect, is wholly unrepealed. The only alteration effected by the Act of 1869 was to correct a clerical error in the form of entry scheduled to the Act. It will have been seen that the Legislature has placed great reliance on the watchfulness of the Pharmaceutical Society. This body, although they have as yet made no "regulations" under section 1 of the Act, appear twice—in 1869 and in 1877 respectively—to have added poisons to the schedule under section 17. (See Chitty's Statutes, vol. 4, tit. Poisons, where a list of the poisons thus added is given.) The effect of the additions may be stated generally to be that, whereas "the first part of schedule A." frequently names the particular poisons *simpliciter*, thus, "prussic acid," the Pharmaceutical Society taboos also the preparations of a poison thus, "preparations of prussic acid." An important substantive addition was made in December, 1877, by a resolution that "chloro-hydrate and its preparations ought to be deemed . . . poisons in the second part of schedule A. of the said Pharmacy Act, 1868." The additions, it seems, by section 2, must be advertised in the *London Gazette*, and become part of the schedule after

being so advertised for a month. Once added, a poison can never be taken out.

THE CASE of *Gathercole v. Smith* (L. R. 7 Q. B. D. 626), raises a very curious point as to the effect of the provisions of the Judicature Act with regard to counter-claims. A retired incumbent brought an action against his successor to recover the arrears of a pension under the Retired Incumbents' Resignation Act, 1871, and the successor, by way of set-off and counter-claim, claimed, upon an unsatisfied judgment against the plaintiff, a larger amount than the claim. It was held that this claim was not available by way of defence, properly so called, because the pension was by law inalienable. It may be that if a pension cannot be assigned for a present or future consideration, and, therefore, cannot be charged, no set-off is available against a claim to it, for, in substance, that would be to alien it for a past consideration. But then the question arises, What is to become of the counter-claim? On that question the Court of Appeal were divided, LUSH and BAGGALLAY, L.J.J., being of one opinion, and BRAMWELL, L.J., of the other. The majority were of opinion that the counter-claim fell to the ground. The judgment could not be for the balance, because that would practically be to charge the pension, and they seemed to think that, this being so, there could be no judgment on the counter-claim, except dismissing it. BRAMWELL, L.J., was of opinion that judgment ought to be given for the plaintiff on the claim, and an independent judgment for the defendant on the counter-claim. The matter is really very much more a question of procedure than of substantive law. The plaintiff must have his judgment and execution for the whole of his claim. The only question seems to be whether, in order to get the judgment to which he is clearly entitled in respect of the subject-matter of the counter-claim, the defendant must sue in an independent action, or can have judgment in the same action. As matters stood in this particular case, the defendant already having a judgment, it did not—except, perhaps, so far as costs were concerned—much matter whether he got a judgment in the counter-claim on the judgment or not, if it was not available by way of defence to the claim against him. In another case, however, it might matter whether the defendant could get a judgment on the counter-claim, or must proceed by way of cross-action. The former proceeding would be less expensive, and conceivably the plaintiff might have goods available for seizure by way of execution. The question in this case forms part of a much larger question as to the nature and incidents of a counter-claim. Logically carried out, the view of the late Lord Justice LUSH seems very much to restrict the usefulness of the machinery given for counter-claims. The view of the late Lord Justice seems to be that, though under the existing law judgment may be given for the defendant for a balance above the claim, still the counter-claim is primarily a defence, and has no independent existence; the proceeding continues an action by the plaintiff alone. It is not two actions proceeding together for convenience's sake. Or, to speak metaphorically, if it is two actions, they are so intimately connected that, as in the case of Siamese twins, if the one dies the other dies too. BRAMWELL, L.J., regards the counter-claim as substantially a cross-action. The view of BAGGALLAY, L.J., seems really to leave the question between these two conflicting views undetermined. It determines the particular case and no more, because he only decides that in this particular case the defendant's claim must be treated as pleaded by way of set-off only, and not by way of counter-claim or cross-action. So it leaves undecided the question whether a counter-claim can be the subject of a judgment independently of the fate of the original action, and is, in fact, a cross-action. There are difficulties arising from the phraseology of the rules—see, for instance, ord. 22, r. 10; but surely, if the reason and substance of the thing are considered, the law ought to be as decided by BRAMWELL, L.J. It seems to us that the counter-claim is substantially an independent action united with the plaintiff's action for convenience, because another person may be joined in the counter-claim with the plaintiff as a party against whom the counter-claim is made. By ord. 14, r. 3, the counter-claim is to have the same effect as the statement of claim in a cross-action, but the language of the rule is not conclusive as to whether the counter-

claim is equivalent to a cross-action. In *Vavasour v. Krupp* (L. R. 15 Ch. D. 474), JESSEL, M.R., thought it was not. It seems to us that, apart from the interpretation of the existing rules, which may be ambiguous, the law ought to be that the counter-claim should be equivalent to a cross-action. Why should a defendant who wishes to insist on the subject-matter of the counter-claim, though the plaintiff discontinues the action, be obliged to bring a fresh action and plead *de novo*? It is a question of machinery; if the present rules do not conveniently provide for it, they should be modified.

THE QUESTION of the constitution of the benches of the Inns of Court, which is raised by Messrs. WOLSTENHOLME and TURNER in their preface, is one which is at present exciting a good deal of attention among the outer bar. At Lincoln's-inn it is stated that one-third of the benchers have retired from professional practice. On the benches of the other Inns the proportion of retired benchers is somewhat less. It is obvious that government by self-elected bodies, a large proportion of the members of which have comparatively little acquaintance with the wants and ideas of the bar, is unsatisfactory. Our authors' remedy is "a bar association constituted under public authority, with a governing body truly representative of the profession, empowered to enforce discipline, to settle authoritatively all matters affecting the practice of the bar, and generally to keep watch over the interests of the members." Several years ago, with reference to the discussion raised upon Mr. NEATE's case, we propounded a scheme (which we know at the time would have been received with approbation by not a few of the then benchers) for the constitution of a Council of Discipline, to be composed of a definite number of representatives from each Inn of Court, elected by all barristers of above a certain standing—say seven years—the choice of the electors to be confined to those of the benchers of their own Inn who are, at the date of the election, in actual practice. At that time we had in view only the question of the exercise of discipline; having regard to the extended purposes for which such a body seems to be now required, some modification of the proposal would seem to be necessary in the direction of representation of the outer bar; but we think that a scheme framed on these lines, but admitting to the council a certain proportion of barristers who are not benchers, would meet the requirements of the case.

IF ANY OF OUR READERS think that in our recent comments upon section 5 of the Conveyancing Act, we have taken a too gloomy view of its possible effect upon the rights of mortgagees, we commend to their attention a note upon that section to be found at p. 18 of Messrs. WOLSTENHOLME and TURNER's work. Those learned editors take for granted in the calmest manner all those proceedings which to us seemed seriously to threaten the interests of mortgagees. They seem plainly to think that the payment into court of the amount of the principal in consols, with a further margin of £10 per cent., is so unexceptionable a mode of dealing with a mortgage, that a mortgagee who is redeemed behind his back by such a process has no reasonable ground of complaint. They make no reference to the possible operation of the section upon rights of consolidation: this may possibly never have occurred to them. We have also noticed in an intelligent little work on the Act, a passage upon the operation of section 65 (the enlargement of long terms into a fee simple), which may not improbably convey some information to a good many persons. "The framers of the Act seem to have been unaware that a reversion in a very long term has sometimes a market value. To my unbounded astonishment, £200 was paid by the termor for such a reversion in some sixty-seven acres, in a case in which I was counsel in the early part of the year. The Act practically confiscates this value, whatever it may be." (Underhill on the Conveyancing Act, p. 25.)

The first meeting for this term of the Gray's-inn Moot Society will be held in the hall of Gray's-inn on Thursday evening, the 12th inst., at eight p.m., under the presidency of Mr. W. St. James Wheelhouse, Q.C. All members of the several Inns of Court are invited to attend.

A TRAP FOR ENGLISH LAWYERS.

THE Married Women's Property (Scotland) Act, 1881, which came into operation on the 18th of July last, although its title and some of its provisions apply only to Scotland, and the preamble seems to point to the same restrictions as regards the whole Act, contains provisions which seem to have an important bearing on the law and practice relating to the property of married women in this country. The operation of the Act is not expressly limited to Scotland, as was the Married Women's Property (Scotland) Act, 1877; and, as it makes the rights of the parties to depend on the Scotch domicile of the husband at the time of the marriage, it appears to us that no one will be safe in dealing with the property of a married woman without reference to this Act, unless it is abundantly clear that the husband was not domiciled in Scotland at the time of the marriage.

The cardinal provision of the Act is contained in the 1st section, which provides that, where a marriage is contracted after the passing of the Act, and the husband shall, at the time of the marriage, have his domicile in Scotland, the whole moveable or personal estate of the wife, whether acquired before or during the marriage, shall, by operation of law, be vested in the wife as her separate estate, and shall not be subject to the *jus mariti*.

The language of this enactment seems to have been studiously chosen so as to apply both to English and Scotch law. Thus the former knows nothing of "moveable," nor the latter of "personal" estate; and it would seem that the section must be read in each country as if the inappropriate words were cut out. If this be the proper construction, the remarkable result would seem to follow that, in England, leaseholds are included in the Act, while in Scotland they are not; and this whether the domicile of the husband has been changed or not, and in whichever country the court of construction may be situated. Whatever may be the operation of the section in this respect, it is clear that it applies—unless excluded by ante-nuptial settlement—to marriages wherever contracted, and to property whenever acquired. Without the interposition of a trustee, it effects a statutory settlement of the wife's personalty, which cannot be subsequently defeated by a change in the husband's domicile. The income of the property is, by the 2nd sub-section, made payable to the wife on her "individual receipt"; but she is restrained from anticipation of the "prospective income," and can dispose of the property only with the consent of her husband.

Section 2 deals with the subject of heritable property in Scotland belonging to the wife, and appears to make the rents of such property her separate estate whatever may be the domicile of the parties.

In the case of marriages which have taken place before the passing of the Act, it is provided, by section 3, that the provisions of the Act are not to apply where the husband has made a "reasonable provision for his wife in the event of her surviving him"; and in other cases only to after-acquired property of the wife. Section 4 enables persons married before the passing of the Act by "mutual deed" to adopt its provisions; but as it proceeds to vest the estate in the wife upon registration of the deed "in the register of deeds at Edinburgh, or in the sheriff court register of the county in which the parties reside," and upon advertisements being inserted in certain Scotch newspapers, the section would seem to have no application out of Scotland. The same remark applies to section 5, which empowers the Court of Session, or the sheriff court, to dispense in certain cases with the husband's consent to any deed relating to the estate of the wife.

The next two sections confer on the husband and children of a woman who dies domiciled in Scotland rights in respect of her "moveable succession" analogous to those which, by the law and practice of Scotland, the wife and children take in that of their deceased husband and father respectively; but as these sections relate solely to administration in the Scotch courts, we pass at once to the consideration of the Act in so far as it seems to affect English law.

Referring, then, to the enactment in section 1, it seems that if a domiciled Scotchman marries a woman in this country, her personal property—leaseholds, chattels, and choses in action—will, in the absence of express ante-nuptial settlement, be subject to the provisions of this statute—namely, it will be and remain her

separate estate without power of anticipation. It is desirable that we should further develop some of the consequences of this enactment. A husband has been hitherto able to sell his wife's leaseholds without her concurrence, and to give a valid receipt for mortgage, bond, and other debts due to her, and, subject to her equity to a settlement (if any), to recover her equitable debts for his own use. The absence of a settlement gave him a complete title to these items of property; but it seems that henceforward he must prove, not only that there was no settlement, but also that his domicile was not Scotch at the date of the marriage. Take, for example, the case of a husband selling his wife's term of years in English land; and suppose that an assignment is taken from the husband alone. What will be the position of the purchaser if it should afterwards turn out that the wife was entitled under this Act for her separate use? Without a doubt that of a purchaser who takes a conveyance from a person having no title. The wife will be able to recover the lands in the same manner as if he had taken an assignment from a mere stranger. His position is closely analogous to that of a purchaser of freeholds from a man married before the Dower Act. In both cases he takes subject to the wife's rights. The same observations might be repeated with reference to debtors of the wife paying the husband, and to executors and others handing over to him the unsettled funds to which the wife has become entitled. In a word, if the husband had a Scotch domicile at the time of the marriage his receipt is waste paper.

The difficulty, moreover, in actually determining the domicile is in some cases almost insuperable—depending as it does on a multitude of minute circumstances from which the intention has to be ascertained. A double difficulty is frequently presented in conflicts between Scotch and English domiciles where the person has, as not unfrequently happens, residences in both countries, and divides his time between the two. As an example of the great complexity that sometimes prevails in such cases, reference may be made to *Lord Somerville's case* (5 Ves. 750) and to *Douglas v. Douglas* (L. R. 12 Eq. 617). To make the ordinary transactions of life depend on the determination of such questions as were involved in those and hundreds of similar cases is, we think, a great legislative error.

The small number of cases to which the statute actually applies in this country seems to increase the danger of trustees and others acting in ignorance of its provisions; and we venture to submit either that it should be amended so as to confine its operation to the territorial limits of Scotland, or else that the law of England in relation to these matters should be placed on a similar footing.

THE VERDICTS OF CORONERS' JURIES.

A RECENT case of a very painful nature has brought out in a most striking way the anomalous nature of the proceedings of coroners' juries. A young woman who had been seduced committed suicide by poison, and the coroner's jury, in finding their verdict, appended thereto a rider censuring the seducer in somewhat vehement terms, and expressing the opinion that he was morally responsible for the girl's death. Thereupon the coroner took upon himself to deliver a long lecture to the man so censured, indorsing the opinion of the jury. The merits of the particular case have, in our opinion, nothing whatever to do with the general questions that must suggest themselves upon these proceedings to every mind possessed of the smallest aptitude for legal considerations. It may or may not be that the opinion expressed by the jury was justified in the particular case. The conduct of the person implicated was, on his own showing, highly immoral. The extent of the misconduct of which he was guilty depends on various disputed questions of fact which were not in issue before the jury, and which it is not our province to discuss. But assuming his conduct to have been as bad as it could possibly be, the considerations which we wish to put forward remain unaffected.

The question that suggests itself to every lawyer in this and other similar instances is, by what authority, or in the performance of what legal function, did the coroner's jury and the coroner take upon themselves to act as they did? It is no part of their duty, as we understand it, to pass moral judgments on the conduct of people, ex-

cept so far as may be necessarily involved in the question of criminal responsibility. We know what the answer from a loose popular point of view may be. It will be admitted that coroners' juries are constantly in the habit of overstepping their province, strictly speaking; but it will be said that it is on the whole good that they should do so; that moral delinquency is thereby branded, and a good effect in practice is thereby produced. We are not at all convinced by that answer. We do not deny that often the uncalled-for, and so to speak extra-judicial, utterances of coroners' juries may be justified, but we cannot for a moment assent to the proposition that it is desirable that a constitutional tribunal should take upon itself to pass judgments in its judicial capacity upon matters not properly in issue before it. As a rule, if the conduct of any person has been bad, the publicity given by the reports of the evidence constitutes a penalty of a similar nature to that inflicted by the censure of the jury, and even if it were otherwise, we cannot think that the advantages supposed to be secured are an equivalent for the obvious dangers and mischiefs that in many cases may arise.

At trials in criminal courts, and at *Nisi Prius*, conduct of an objectionable character is frequently brought before juries, but except so far as a judgment thereupon is involved in the verdict found by them, juries do not often pronounce any opinion thereon. They may occasionally volunteer incidental observations on the conduct of persons concerned, but, as a rule, judges do not encourage them to go outside their province and indulge their moral susceptibilities by the expression of judgments of this kind. The wisest and most judicially minded judges exercise great self-restraint over themselves in the comments which they permit themselves to make with regard to conduct, the propriety or impropriety of which is not directly in issue before them. A function that is thus sparingly exercised by assize juries, and even by judges, seems to be constantly arrogated to themselves by coroners' juries as their rightful province. It is obvious that this may in some cases involve the grossest injustice without the possibility of redress. A person against whom no particular charge is formulated, who cannot defend or justify himself effectively from difficulty in knowing with any exactness what points he has to meet, may be for ever branded by an offhand and irresponsible expression of opinion on the part of a jury composed of the least satisfactory type of jurymen, presided over, perhaps, by a medical man unable, from want of legal training, to control and direct their investigations so as to confine them to the points which they are really charged by the law to determine. It is frequently the case that coroners' juries express opinions as to the necessity of further precautions or by way of censuring certain modes of carrying on business in reference to railway and other accidents. These expressions of opinion may do no harm, but we very much doubt their doing any good. Other much more potent agencies may be relied upon to effect the desired object of such expressions if practically attainable. It is, however, with regard to the censure of particular individuals that we think the practice of coroners' juries objectionable.

"Somebody ought to be whopped for this" is an expression of opinion which has now become classical, and this language very fairly represents an attitude of mind which is natural to all men unrestrained by habits of reflection and responsibility, and particularly common, we should think, among ignorant, narrow-minded persons on a somewhat distressing and irritating occasion. But the danger and impropriety of allowing such persons to avail themselves of the performance of a public function to give vent to this kind of feeling by hasty and ill-considered judgments foreign to that function when rightly considered, must be obvious. Cases of very bad conduct, such as the jury seem to have considered that of the seducer in the case which suggested these remarks, tend to mask the real objections to the practice we are deprecating. Such matters can only be properly judged of with reference to general considerations, not with reference to particular and exceptional matters.

It seems to us that the whole machinery of the coroner and coroners' jury urgently requires consideration. It has been handed down to us from antiquity. It originated at a time when stipendiary magistrates were not, and when the public press did not exist. The verdict of twelve men selected from the general public constituted then the most efficient safeguard for justice and

liberty. It is doubtful, in our opinion, whether, if at the present time a machinery were being devised for investigating into deaths of a suspicious or exceptional character, such a machinery would commend itself to anyone. It frequently necessitates the simultaneous holding of two long and expensive inquiries, and sometimes, when the special tribunal charged with the inquiry whether there is *prima facie* ground for criminal proceedings has decided in the negative, it involves the absurdity of a man's being put on his trial without the slightest probability of a conviction.

It is frequently urged with great vehemence by medical contemporaries that it is an essential qualification of a coroner that he should be a medical man. It seems to us that the procedure of coroners' inquests is so uncertain and anomalous that there is good ground for retorting that there is an exceptional need of a trained legal intellect to direct the inquiry, and to keep the jury to the proper limits of their province. The case we have referred to was, perhaps, in its particular circumstances, an exceptional one. It suggests, however, readily enough to anyone with any capacity for general considerations, the possibility in other cases of the most grievous hardship and injustice arising from the loose and irresponsible indulgence in the luxury of virtuous indignation on the part of a coroners' jury. If they find a verdict involving criminal responsibility, the person inculpated is either convicted or clears himself in a criminal court. But if they choose to find a verdict involving merely moral blame, there is no appeal against it to any other tribunal. There may have been no opportunity of effective defence, there being no definite charge. The verdict not being the subject of any subsequent action, may not be given with any due sense of responsibility, and may be merely the expression of a hasty and ill-considered opinion.

BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

VI.

Clause 21 of the Government Bill takes the place of sub-sections 3 and 4 of section 14 of the present Act, and is as follows:—

"Clause 21.—(1.) When a trustee is appointed, the creditors may, at any meeting, by resolution, appoint some other fit persons, not exceeding five in number, and being creditors qualified to vote at the meeting, to form a committee of inspection for the purpose of superintending the administration of the bankrupt's property.

"(2.) The creditors may, by resolution, give directions as to the manner in which the property is to be administered by the trustee, and it shall be the duty of the trustee to conform to such directions unless the court for some just cause otherwise orders."

Sub-clause 1 extends the power of the creditors to appoint a committee of inspection to any meeting, instead of at the first meeting only, except in case of filling up a vacancy, as at present. This we think desirable. But it limits the power to appointing creditors only to act as members of the committee. At present any duly authorized proxy of a creditor may be elected on the committee. We do not think it desirable to alter this power, at any rate to the extent proposed. Power should, in our opinion, be given at least to elect a servant in the employ of a creditor and duly empowered by his employer so to act and represent him. Otherwise it will not be possible for a limited company or other corporate body to be represented on a committee of inspection, although such company or corporate body may be the largest creditor. It often occurs, too, that the principals of large mercantile houses are utterly unable to give personal attention to such matters as bad debts, and they have confidential *employés* to whom they intrust this branch of their business. We think it highly desirable that such representatives should not be made ineligible to serve upon committees of inspection. Why not leave the law as at present as to the persons eligible to be elected, but give the Board of Trade and court power to object to the appointment of any person similar to what is proposed in respect to a trustee?

Sub-clause 2 would practically re-enact the present law. We have only to suggest that the word "ordinary" should be inserted between the words "by" and "resolution" in the first line.

"Clause 22.—(1.) If a creditor accepts the office of trustee he shall not vote on any question affecting his remuneration or conduct as such trustee.

"(2.) The vote of the trustee, or of his partner, solicitor, or clerk, either as creditor or as proxy, for a creditor shall not be reckoned in the majority required for passing any resolution affecting the remuneration or conduct of the trustee."

The proposal of sub-clause 1 is, we think, very proper and desirable, but we do not see that sub-clause 2 is quite so necessary looking at the

fact that proxies are to be limited to being used at the meeting for which they are given only. And it will be easy to evade the provision by getting proxies in the name of some independent person. *Quære*, also, would the sub-clause as drawn exclude the vote of a clerk to the trustee's solicitor as proxy for a creditor?

Clause 23 provides for the filling up of a vacancy in the office of a trustee by resolution of creditors, that a trustee becoming bankrupt shall vacate his office, and that the official receiver shall act as trustee during any vacancy. This is practically the same as the present law, the official receiver taking the place of the registrar.

Clause 24 relates to the removal of trustees. Sub-clause 1 provides that this may be done by an ordinary resolution of the creditors assembled at a meeting called for the purpose, and a new trustee appointed at the same meeting. Under the Act of 1869 (section 83, sub-section 4) this power is given to the creditors by a special resolution only, and we think it very undesirable to alter this and to give the power to a bare majority in value of the creditors at a meeting. If the creditors are to have the power to remove a trustee by an ordinary resolution merely, it will give rise to a capricious exercise of the power, in many cases thus rendering the appointment, when made, a very uncertain one. We have known cases where trustees have been appointed by a small majority at the first meeting, and if the power to remove them had been by an ordinary resolution, we should have had the disappointed minority, in some at least of such cases, trying to do so by beating up creditors who had not proved and voted on the appointment, so as to obtain a bare majority in value, which would be a very great evil.

Sub-clause 2 is as follows:—

"If the Board of Trade are of opinion that a trustee appointed by the creditors is guilty of misconduct, or fails to perform his duties under this Act, the Board may remove him from his office, but if the creditors, by ordinary resolution, disapprove of his removal, they may appeal against it to the High Court of Justice."

Now a power to remove a trustee for misconduct is certainly necessary. This power rests at present with the court, and we more than doubt whether this proposal will be at all an improvement upon the present law. Besides, it appears inconsistent with clause 20, sub-clauses 2 and 3, which give the Board of Trade power only to object to the appointment of a trustee, it being for the court to decide upon the validity of the objection. There appear to us to be stronger reasons why the Board should not have the power to remove a trustee, than why they should not be able to negative his appointment in the first instance.

Clause 25 provides for the vesting of a bankrupt's property in the trustee when appointed; for the certificate of his appointment to be conclusive evidence thereof, and to be deemed to be a conveyance or assignment of property which may be registered, enrolled, and recorded accordingly. We have only to call attention to the wording of sub-clause 3, which provides that "a certificate of the Board of Trade or court that a person has been appointed trustee or receiver shall be conclusive evidence of the appointment." Clause 20, sub-clause 2, proposes that the certificate of a trustee's appointment shall be given by the Board of Trade; then why introduce the words "or court"? Are they intended to apply to the appointment of receivers only? If so, they are certainly not so limited in application in the way they appear in the clause.

Clause 26 relates to costs. Sub-clause 1 is as follows:—

"(1.) Where a trustee or receiver or manager receives remuneration for his services, no payments shall be allowed in his accounts in respect of the performance of the ordinary duties which are required by statute or rules to be performed by the trustee or receiver or manager."

We suppose the intention of this is that the remuneration to be allowed is to cover all the trustee's clerk's time, and also that class of work which some trustees are in the habit of allowing their solicitors to do, such as sending out notices convening meetings of creditors, &c. Reference is made in the margin to section 29 of the Act of 1869. That provides that a trustee shall not employ a solicitor without the assent of the committee. This provision is in addition to that section, so that even if the committee authorize the employment of a solicitor, the trustee is not to employ him to do the ordinary work of the trustee at the expense of the estate. This is a very reasonable suggestion. Sub-clause 2 provides for the taxation of all costs of "solicitors, receivers, managers, accountants, auctioneers, brokers, and other persons not being trustees." Sub-clause 3 is entirely new, and runs thus:—

"(3.) A trustee shall, a sufficient time before declaring a dividend, request his solicitor to deliver his bill of costs to the taxing officer for taxation, and if the solicitor fails without sufficient cause to do so within seven days after receipt of the request, the trustee shall declare and distribute the dividend without regard to any claim by the solicitor, and thereupon any such claim shall be forfeited as well against the trustee personally as against the estate."

We think it would be an improvement if the words "without sufficient cause" in line 3 were omitted, and the words "or within such further time as the trustee or the court shall allow" inserted after the word

"request" in line 4. As at present drawn a trustee may not be able to judge whether a solicitor has "sufficient cause" for not delivering his bill of costs within the time specified, and he might divide the estate without providing for such costs, and then find that the court took a different view of the matter from his. We think, further, that the provision ought to be extended to any solicitor or other person whose costs may be payable out of the estate.

Clause 27 is in place of section 41 of the present Act, and relates to the declaration of dividend. It is as follows:—

"27.—The trustee shall render his first account to the committee of inspection, or, if there is no such committee, to the Board of Trade, and declare the first dividend, if any, within four months after the conclusion of the first meeting of creditors, unless he satisfies the committee or Board that there is sufficient reason for postponing the declaration to a later date."

A comparison of this clause with section 41 of the present Act will show that a considerable alteration from the present procedure is proposed, and we think that the clause is a decided improvement upon that section. The provision in the section for summoning meetings of creditors if a dividend is not declared within six months has become in practice almost, if not quite, a dead letter, and to us it appears a useless expense and may well be abolished. We have only to call attention to the words in the clause, "unless he satisfies the committee or Board that there is sufficient reason," after the word "or" in parenthesis. As drawn it would appear as though the Board of Trade might be appealed to in case the committee were not satisfied, but the former part of the clause would, somewhat negative such an interpretation. Whichever is intended (and either course, would, to our mind, be feasible) ought to be more clearly expressed. This betrays a little carelessness on the part of the draftsman of the Bill which appears also in other clauses which we have already pointed out—viz., clause 13, sub-clauses 3 and 4; clause 20, sub-clause 11; and clause 25, sub-clause 3.

Clauses 28 to 32 are comprehended under the heading "Receipts, Payments, Accounts, Audit." These are somewhat lengthy and would take up too much space to print at length. The following may be taken as a general outline of them:—Clause 28.—(1.) Every trustee and receiver shall pay all money received by him into the Bank of England to the credit of the Paymaster-General. (2.) If he retains more than £50 for more than ten days he shall pay interest on the excess "at the rate of £20 per centum per annum, and shall, unless he explains the retention to the satisfaction of the Board of Trade, have no claim for remuneration, and may be dismissed from his office by the Board of Trade on the application of any creditor or of the Comptroller in Bankruptcy, and shall be liable to pay any expenses occasioned by reason of his default." (3.) Provides for payment out by the Paymaster-General of moneys required for the purposes of the estate. (4.) Provides for the keeping of a separate account for each estate by the Paymaster-General, and for his furnishing the trustee or receiver with copies of entries, &c. Clause 29 provides for the investment of funds belonging to bankrupts' estates to the credit of the Paymaster-General in Government securities, and (sub-clause 2) "the income of the investments shall from time to time be received by the Paymaster-General, and by him paid into the Exchequer, and carried to the Consolidated Fund"; (3.) For the realization of such securities "when required to answer any demands in respect of bankrupts' estates"; and (4.) "A separate account shall be kept of the amount derived from the income of any investments made under this section, and regard shall be had thereto in fixing the fees payable in respect of bankruptcy proceedings." Clause 30 provides—(1.) That every trustee and receiver shall, once every six months, or more frequently if so required, forward to the comptroller an account of his receipts and payments verified by affidavit, and in default shall be guilty of contempt of court; (2.) For the audit of such accounts by the comptroller; and (3.) That such accounts shall be filed and kept by the comptroller and shall be open to inspection. Clause 31 requires—(1.) Every trustee and receiver within ten days from the 30th of June and the 31st of December in each year to file with the comptroller "a list of all balances belonging to the various estates of which he is trustee or receiver, and shall at the same time deposit and leave with the comptroller the pass-book or pass-books verifying the balances," and also requires the payment forthwith of such balances "outstanding in the hands or under the control of the trustee or receiver" into the Bank of England to the credit of the Paymaster-General; and (2.) "If a trustee or receiver fails so to file any such list, or deposit any such pass-book, the Board of Trade may, by order, remove him from the office of trustee or receiver of any or all of the estates under his control." Clause 32 relates to the release of a trustee after payment of a final dividend or removal from his office. He is then to apply to the comptroller for a report on his accounts, which the comptroller is to furnish "on the trustee complying with all his requirements"; (2.) The trustee is thereupon to apply to the Board of Trade for an order of release, and to "send to each creditor who has proved, with notice of the application, a copy of the comptroller's report"; (3.) The Board is to take into consideration the comptroller's report and any objection to the release by any

creditor or person interested, and shall either grant or withhold the release subject to an appeal to the High Court of Justice; (4.) Empowers the court to make an order "charging the trustee with the consequences of any act or default he may have done or made contrary to his duty," and (5.) An order of release is to discharge a trustee from all liability for any act done or default made by him, "but any such order may be revoked on proof that it was obtained by fraud."

The first point to which we would call attention in these clauses is the provision that all moneys are to be paid into the Bank of England to the credit of the Paymaster-General. Why should not the creditors have power to appoint their own bank, if they choose, as at present? By so doing they retain for the estate the benefit of any interest which the money may make whilst in the bank, but this provision would deprive them of such benefit for the good of the Consolidated Fund. It is an indirect mode of raising a revenue at the expense of bankrupts' estates. Then what is the object of the words, "the pass-book or pass-books verifying the balances," if a trustee is only to pay into the Bank of England as proposed? In such case how can he be furnished with a pass-book?

With regard to the audit of accounts by the comptroller, without underrating the value of such audits, but on the contrary strongly approving thereof, we would suggest that it would be a much more satisfactory system if local audits of such accounts were established. It is very certain that with the proposal that all trustees' accounts shall be audited by the comptroller an enormous increase in his staff will be required; and why should not auditors from his department or from the Board of Trade visit the various districts periodically and require trustees to wait upon them with their accounts on certain days? We feel sure that this would insure a much more correct and satisfactory audit.

In clause 28, sub-clause 2, and clause 32, we are strongly of opinion that the substitution of the Board of Trade for the court will not be an improvement. Our remarks upon clause 24, sub-clause 2, will apply also to sub-clause 2 of clause 28, whilst with regard to clause 32, we cannot gather therefrom or from any other clause in the Bill where it is proposed that the Board of Trade shall sit to hear applications by trustees for their release. If it is intended that it shall all be done by correspondence, we think it will be anything but satisfactory. Then, again, under sub-clause 3 of that clause, is a trustee's conduct to be adjudicated upon behind his back, upon representations made by creditors, without his having an opportunity of answering them? We presume not, but certainly the clause as drawn is delightfully vague upon the point.

REVIEWS.

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881, AND THE VENDOR AND PURCHASER ACT, 1874, WITH NOTES; AND FORMS AND PRECEDENTS ADAPTED FOR USE UNDER THE ACTS; ALSO THE SOLICITORS' REMUNERATION ACT, 1881. By EDWARD PARKER WOLSTENHOLME, Barrister-at-Law, one of the Conveyancing Counsel of the Court; and RICHARD OTTOWAY TURNER, Barrister-at-Law. Wm. Clowes & Sons (Limited).

We take an early opportunity to review a work of which the issue has been expected by the profession with very great interest. The estimate which the reader will form of the merits of the notes will probably depend upon his view of the easiness or difficulty of the Act with which they are chiefly concerned. If he thinks that the Conveyancing Act is a simple, lucid, straightforward composition, such as "he who runs may read" without either halting or feeling puzzled, he will form a high opinion of the discretion of the learned editors, whose notes are not numerous and are many of them very short. But the reader who feels doubts and difficulties will receive little help from a work which seems to have been constructed upon the hypothesis that the Act shines by its own light; and that doubts are absurd, not to say impious. It is very natural that the learned editors should be loath to admit that the Act needs a perpetual series of explanatory ukases in order to make its meaning clear. Still we think that, putting out of the question our own humble efforts, the difficulties which have been pointed out by other editors of the Act are quite numerous and important enough to call for some explanation. It appears, however, that for the elucidation of doubtful points not noticed in the present book the reader is to seek information elsewhere. "The reader," say the learned editors, "is referred to the very useful and carefully written work of Messrs. Aubrey St. John Clerke and Thomas Brett on the Conveyancing Act, containing . . . explanations of the effect and meaning of various sections. On a few points it will be found that opinions differ."

It is superfluous to say of a book commended by such distinguished authorship, that it contains many valuable observations. That it also contains not a few observations (some of them will be presently noticed) of which the value is much less obvious, is a much more surprising circumstance. We think that one of the most useful parts of the book is the general summary, with which it commences, of the changes effected

(or aimed at) by the Vendor and Purchaser Act, 1874, combined with certain parts of the Conveyancing Act. This gives clearly and in a short compass the alterations intended to be effected. We need hardly say, however, that we do not advise draftsmen to take for granted all the statements in this summary.

In reading the notes, our attention was arrested by a remarkable feat of exegesis contained in the comment upon section 65. The reader may remember that we, in common with others, have inferred from the words of the Act, "the freeholder, or other person entitled in reversion expectant on the term," that the section contemplates reversions other than freehold, and therefore that sub-terms, as distinguished from terms, are within its scope. We further inferred that a freeholder who should reserve a substantial rent upon a long term, in order to prevent its enlargement into a fee by virtue of section 65, might find his intention defeated if his tenant should grant a long sub-term taking a fine and reserving no rent. The passage (p. 85) in which the learned editors deal with this manifest oversight in the Act, is a curious study. They begin by much more than half admitting the inference; but contend that the rights of the freeholder, "such as they might be" (why this deprecatory phrase? they might include a rack-rent, and be of much the same value as the fee itself), would be preserved under sub-section 4. For this opinion they give no reasons; and no one who reads sub-section 4 can fail to see that, although the courts may perhaps screw the required meaning out of it, its words cannot have been intended to serve a purpose for which they are so ill-adapted. Finally, a most heroic effort is made to withdraw sub-terms altogether from the section, which, say the editors [italics here and elsewhere are our own], "seems to apply only to a term immediately under the fee, the expression 'other person entitled' meaning 'other person entitled in remainder or reversion after the freeholder.'" But "the expression" used by the Act is not barely "other person entitled;" it is "other person entitled in reversion expectant on the term." Shall we gravely be told that this means, "other person entitled in remainder or reversion expectant on the determination of the estate of the freeholder aforesaid"? This is what our authors seem to say; for we presume that their phrase, "after the freeholder," means, "after the determination of the freeholder's estate."

Another interpretation to be found in the same note seems also to have been arrived at by the simple process of omitting some of the Act's most significant words. "The power," say the learned editors, "to convert into a fee is given to 'any person beneficially entitled' to possession" (see definition of 'possession,' s. 2 (iii.), ante). Thus a tenant for life, legal or equitable, and whether the land is 'subject to any incumbrance or not,' can effect the conversion." But some words have been here omitted which we can by no means consent to overlook. The words of the Act are, "any person beneficially entitled in right of the term, . . . to possession," &c. If the words in italics have no meaning whatever (as our authors, who omit them in their comment, seem to think), it is a strange thing that they should have been placed in the Act. If they have any meaning, they seem to exclude the right of a mere equitable tenant for life; who is entitled, not in right of the term, but in right of the trust. The phrase is a well-known and common one: we say, "in right of the Crown," "in right of the Duchy of Lancaster," &c., in precisely the sense which our opinion would assign both to the phrase "in right of the term" and to the phrase "in right of the trust." This is a question of practical importance; for we have no confident expectation that the courts will endorse the opinion of our learned editors.

The meaning of section 17, which aims at restricting the consolidation of mortgages, has been keenly discussed in our columns; and we naturally looked to the learned editors for a solution of every difficulty. But the serious questions raised by the peculiar wording of the section—for example, the meaning of the phrase, "the mortgage deeds," in sub-section (2), and of the phrase, "the mortgages," in sub-section (3)—are evaded, or rather, thrust aside by mere dogmatism. "He" (i.e., the mortgagor) "is put in the same position as if he were another person making the mortgage, consequently the surplus proceeds of a sale, . . . under one security cannot be applied to make good the deficiency of the other security" (p. 43). Not to cavil at words (though the words in italics might present some difficulty to a metaphysician), we must remark that we can find nothing in the section about the identity of the mortgagor; and if the learned editors think that their proposition follows by necessary logical inference, they would have done well to show the steps by which it is reached. To us it seems to require a great deal of demonstration.

The note at p. 83 on section 63, dealing with the "all-the-estate clause," does not seem very satisfactory. "The section," say the learned editors, "does not say that every conveyance shall be deemed to contain this clause, which might be inconsistent with the terms of conveyance, as the word 'conveyance' includes 'lease.'" The words of the Act are, "Every conveyance shall . . . be effectual to pass all the estate," &c. It seems, then, that there is an important difference between a conveyance which is "deemed to contain" the "all-the-estate" clause, and a conveyance which "is effectual to pass all the estate." The only difference between them visible to our eyes, is one which is as far as possible from being favourable to our learned editors.

The second expression seems to us to be a good deal stronger than the first; so that upon their own interpretation, the section seems to be more dangerous than it would have been if it had been "deemed to contain" the "all-the-estate" clause. We do not, on the whole, doubt that the courts will contrive to extricate themselves from this difficulty. But we more than doubt if they will get any help from the suggestion of the learned editors, that "the premises would be controlled by the *habendum*: Co. Lit. 183a." We have refuted that proposition once before in our column, vol. 26, p. 23; and we happen to know that our opinion is shared by a practitioner of the highest reputation for profound and accurate knowledge of this branch of the law. We may also add that our doctrine is not far to seek; for it may be found in Davidson's *Precedents*, volume 1, 4th edition, p. 102: a fact of which we were not aware when we penned the refutation aforesaid.

The obscurity of many passages in the Act is curiously illustrated in the notes by the strange confidence with which any inference is drawn which happens to suit the wishes of the commentator. One example of this has been already mentioned. Another occurs at p. 60, in a note upon section 30, which enacts that trust estates shall, upon the death of a sole trustee, devolve to his personal representatives. Hereupon we have the following note:—"If a testator wishes that that his trust estates should go to particular persons, he can appoint them executors for that special purpose." The words of the Act by no means obviously warrant this inference. Because a freehold estate is, under certain circumstances, vested in the executor by force of the statute, it does not follow that the freehold is so completely impressed with the quality of personality as to make the peculiar machinery of special executors applicable to its devolution.

We observe among the *Addenda et corrigenda*, at p. xxiv, a note referring to that passage in section 65 of the Act, which speaks of rent reserved on a lease as having "*become barred by lapse of time*," which we venture to think owes its origin to certain comments made by us a fortnight before the publication of this edition. "Though the Statute of Limitations does not apply to rent reserved on a lease, . . . yet it is conceived that a release of the rent would be presumed from non-payment during a long period." We did not expect that this lame explanation of an inept phrase in the Act would be caught at and paraded by these learned authors.

PLEADING.

BULLEN AND LEAKE'S PRECEDENTS OF PLEADING.—PART I. FOURTH EDITION. Revised and adapted to the Present Practice of the Queen's Bench Division of the High Court of Justice. By THOMAS J. BULLEN, Esq., Special Pleader, and CYRIL DODD, Esq., Barrister-at-Law. Stevens & Sons.

This purports to be the fourth edition of the well-known work on Pleading by Messrs. Bullen and Leake, but it may be more correctly described as a book of new precedents of pleading by other authors, which works up in the new precedents and the notes thereto as much of the old material as could be rendered available. The authors very truly say that the precedents cannot be of the same advantage to the pleader under the present system as precedents were under the former system. This is most undoubtedly true. The book comes into the world at a gloomy and doubtful season so far as the fortunes of such a work are concerned. The last suggestions in the way of law reform point to the abolition of pleadings to a very great extent, and if these suggestions are carried into effect it may be that the utility of precedents of pleading will be still further curtailed. Still, even then, pleadings in certain cases will be necessary, and we cannot but think that a work of this nature must, in any event, be useful.

Precedents even under the old system could rarely be adopted *verbatim*, and under the new system pleadings must be still more in the nature of original compositions, but precedents are still useful as indicating the lines on which pleadings should be framed, and the mode in which difficulties of expression and arrangement that occur to the pleader in the various classes of cases with which he has to deal, may be met. We suppose that few practical persons who have since the Judicature Acts been called upon to frame pleadings have not first in each particular case naturally turned to the old form of pleading in Bullen and Leake, and considered how far it was available in a changed form to the new system. The old form often gives, as it were, the skeleton which, under the new system, is to be clothed with flesh; and just as no man can be a good painter without a knowledge of anatomy, so we doubt whether any person can be a good pleader under the new system without some study of the old forms. The owner of this book has the advantage of having that process which everyone naturally went through for himself, gone through for him by a gentleman who, having largely assisted in the production of the last edition of the former work, is, presumably, particularly well qualified for the purpose.

It is a bold thing at the present day to put forward a pleading as a precedent. The whole matter is now so much at large, and, with great respect to them, some judges have talked so very unpractically about the mode in which pleadings should be framed, that it is very difficult to say now what is good pleading and what is not. The idea of some

judges is that a pleading should be nearly, if not quite, as particular as a special case. We should like to make those judges go back to the junior bar for a short time and undertake a large pleading business. Every pleader knows how difficult, or practically impossible, it is to secure that degree of particularity at an early stage of a case, and how difficult it is in practice to frame pleadings so as to avoid objectionable generality on the one hand, and on the other, particularity which might prove fatal at a later stage.

It is not easy to estimate the value of a work like the present until it has been tested by use. It is impossible for a reviewer to read it through for the purposes of a review. So far as we can judge from a necessarily somewhat cursory observation, the work seems very well done. One of the most valuable features of the old work was the collocation with the forms on each topic of notes containing the decisions on a great number of the points that most frequently arose in practice in connection with such topic. It is a great advantage to have these notes brought down to the present time by including the cases decided since the last edition; and so even if the precedents were of less value than they appear to be, or even of no value, the book would not be valueless. The book has been brought out under circumstances of difficulty, the period of its appearance being one of transition. As an instance of the difficulty under which its authors have laboured, we would refer to the discussion, on p. 158, with regard to the general averment of performance of conditions precedent. But we, nevertheless, venture to think that the work will be found one of considerable value and usefulness.

CORRESPONDENCE.

JUDGES' CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—I am not in the secrets of Mr. Crowder's committee, but, in common with others of your correspondents, I trust we shall find it dealing practically with the conduct of business at judges' chambers.

I observe that, although the "omnibus summons" finds favour with no one except its inventors and the Council of the Incorporated Law Society, the suggestion of allotting causes to particular masters has been favourably received—by yourself amongst others.

In considering this suggestion it should be remembered that the Queen's Bench masters now discharge duties which in the Chancery Division are distributed amongst registrars, chief clerks, and taxing masters. Not only so, but they act as referees.

I readily agree that the chancery way is preferable in cases suited for it, but to achieve the desired object the staff of the Queen's Bench Division must be re-arranged—and increased. And here we strike against a solid obstacle to improvement. No doubt, in former times the arrangements of the courts, and the emoluments of officials, were made with little regard to the public purse, but in these days a beggarly cheese-paring policy appears to rule which disregards the just claims of the suitors, whose large contribution to the cost of the administration of justice entitles them to the services of the best men in every grade of the judicial staff. This policy, which nullified the appointment of a Chief Judge in Bankruptcy for the sake of saving £5,000 a year, and which has reduced the salaries, while adding to the fatigues, of the Lords Justices, and hurries the judges about the country on additional circuits, without (I believe) any compensation for the additional expenses thus thrown on incomes worth, relatively, much less now than when they were fixed fifty years ago—this miserable policy, I say, will no doubt veto the outlay of a single shilling on such an addition to the Queen's Bench staff as is clearly needed in the interest of the suitors.

Then is there any other way of doing it? There are still some offices connected with the courts which are sinecures, or nearly so, but have been refilled when they might have been abolished without detriment to the public. These may hereafter be suppressed, but we cannot wait for the extinction by natural causes of these vested interests. The only course left open seems to be a small increase on the fees in actions; and it seems to me that, say, ten shillings so added in the course of an action carried to notice of trial, and five shillings in other cases, would not be felt by the suitor. Indeed, it would not really be an additional burden if the suitor gains in dispatch of his business, for dispatch in most cases means saving of money.

The prescription of the Legal Procedure Committee is, to be sure, simple enough: it is "peel the solicitor." Increase the trouble, take away the business, cut down the charges. Our council seem to have perused this prescription with a light heart, or with very exemplary meekness. Whether solicitors, as a body, are prepared to be thus cuffed and kicked with similar equanimity, I know not.

X.

THE ALIENATION OF CROWN LANDS.

[To the Editor of the Solicitors' Journal.]

Sir,—Mr. A. R. Fairfield has, in a letter published in your paper of December 24, drawn attention to what he considers an erroneous state-

ment of the law with regard to the alienation of Crown lands in the "Law of Waters," p. 15. He states that the statute 1 Anne, c. 7, which invalidates, except under certain conditions, all grants of Crown lands, has been "wiped off the Statute-Book" by the Statute Law Revision Act, 1867. If he had consulted the Revision Act itself, and not the chronological table only, he would have found that sections 5-7 of the Act of Anne, which are the only sections relating to the subject, are not repealed, and are, therefore, still in full force where not repugnant to the later Acts which transfer the management of Crown lands to the Woods and Forests and Board of Trade. I venture, therefore, to submit that the law is not incorrectly stated in the work of Mr. Forbes and myself, though I admit that it might have been more clearly expressed; and that Crown lands are still incapable of alienation by Royal grant, and can only be conveyed to a subject by virtue of powers conferred by statute.

The last of the Acts cited by Mr. Fairfield, and which is, I think, the only one dealing with foreshores expressly, was omitted from the text of p. 15 by an oversight discovered before publication, and is to be found in the *Errata et Addenda* at the beginning of the work, with directions for its insertion.

H. J. W. COULSON.

Brick-court, Temple, Jan. 2.

A BRIBE.

[To the Editor of the Solicitors' Journal.]

Sir,—You may think the enclosed advertisement from the *Midland Counties' Herald* worth notice.

It is curious both from its estimate, from a tenant's point of view, of the benefit of a lease on the present (panic) terms, and for the cool assumption that solicitors as a class (saying nothing of land agents) are accessible to bribes for robbing their employers.

ARTHUR L. HELPS.

[The following is the advertisement referred to:—

"Farm wanted.—To solicitors, land agents, &c.—£50 commission will be paid for negotiating a lease of 200 to 400 acres of good early land, at present value. Farm house must be within two miles of considerable town.—Address, —, Birmingham."]

REGISTRATION OF WILLS.

[To the Editor of the Solicitors' Journal.]

Sir,—Having regard to the remarks in Mr. Dart's valuable work on Vendors and Purchasers, in which he questions Lord St. Leonards' statements on the subject, I should be glad if I could ascertain through your columns whether it is or is not the practice of the leading firms to register a probate where the testator had leaseholds only.

T. G. S.

[The reference is, we presume, to 2 Dart's V. & P. 683 (5th ed.).—Ed. S.J.]

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, January 5, the following being present—viz., Mr. Desborough (chairman), and Messrs. Boodle, Cronin, Desborough, jun., Hedger, Lucas, Parkin, Sidney Smith, Syman, Nisbet, H. Vallance, and A. B. Carpenter (secretary)—several applications for grants were considered, and the ordinary business was transacted.

LAW STUDENTS' JOURNAL.

MANCHESTER LAW STUDENTS' SOCIETY.

A special meeting of the society was held on Tuesday evening, the 20th ult., at the Law Library, Cross-street, the chair being taken by G. W. Fox, Esq., solicitor, and the vice-chair by C. H. M. Wharton, Esq., barrister-at-law. A lecture was delivered by Henry Staflurth, Esq., LL.M., barrister-at-law, on "Easements." The lecturer dealt with the subject in a concise but exhaustive manner, and the lecture was discussed by Mr. Peacock and several honorary members of the society. A vote of thanks to the lecturer and chairman closed the proceedings. Members present, thirty-five.

The Dublin correspondent of the *Pall Mall Gazette* says it is believed that the Government will not fill up at present the vacancy on the Irish Bench caused by the death of Mr. Justice O'Brien.

OBITUARY.

MR. JUSTICE O'BRIEN

The Hon. James O'Brien, senior puisne judge of the Queen's Bench Division in Ireland, died at his residence, St. Stephen's-green, Dublin, on the 29th ult., at the age of seventy-six. Mr. Justice O'Brien was the fourth son of Mr. James O'Brien, of Limerick, and was born in 1805. He was educated at the Belfast Academy and at Trinity College, Dublin, where he took the usual degrees, and was called to the bar in Ireland in 1830. In 1841 (when only thirty-six years of age) he became a Queen's Counsel, and in 1848 he was created a serjeant-at-law. He occupied for many years a leading position at the Irish bar, and in 1854 he was elected M.P. for the borough of Limerick in the Liberal interest. He held the seat till 1858, when he was appointed a puisne judge of the Court of Queen's Bench. Mr. Justice O'Brien had been twenty-three years on the bench, and had earned for himself a reputation as a sound constitutional lawyer. He was very popular in the profession, and his death is lamented by all parties in Ireland.

LEGAL APPOINTMENTS.

Mr. JOHN MACDOUGALL GIBSON has been appointed Substitute Procureur and Deputy Advocate-General for the Colony of Mauritius.

Mr. CHARLES SPENCER THORN, solicitor, of Worcester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN BLOSSETT MAHLE, Q.C., has been elected Treasurer of the Inner Temple for the ensuing year.

Mr. THOMAS MAYNARD HOW, solicitor, of Shrewsbury, has been appointed Clerk to the newly formed Shrewsbury School Board. Mr. How was admitted a solicitor in 1846.

Mr. SAMUEL PRENTICE, Q.C., has been elected Treasurer of the Middle Temple for the ensuing year.

Mr. ARTHUR BRANDRETH, barrister, has been appointed Judge of the Chief Court of the Punjab. Mr. Brandreth was called to the bar at Lincoln's-in in Trinity Term, 1868.

Mr. JOHN PETER DE GEX, Q.C., has been elected Treasurer of Lincoln's-in for the ensuing year.

Mr. SIDNEY HACKER, solicitor, of Totnes and Newton Abbot, has been appointed Deputy-Coroner for the Totnes District of Devonshire. Mr. Hacker was admitted a solicitor in 1875. He is in partnership with Mr. Henry Michelmore, clerk of the peace for Devonshire.

Mr. ALEXANDER SMITH KINNEAR, LL.D., Q.C., Dean of the Faculty of Advocates at Edinburgh, has been appointed a Judge of the Court of Session in Scotland, in succession to the late Lord Curriehill.

Mr. AUGUSTINE EDWIN TOWER, solicitor, of 90, Lower Thames-street, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIPS DISSOLVED AND CHANGED.

CHARLES JAMES DAINTREY, FREDERICK HICKSON, and FREDERICK PARISH solicitors, 1, Great Winchester-street, London, at Petworth and Pulborough, Sussex, and at Erith and Dartford, Kent (Daintrey, Hickson, & Parish, and Parish, Daintrey, & Hickson). So far as regards the said Frederick Parish. Dec. 21. [Gazette, Dec. 30, 1881.]

Messrs. H. KIMBER & Co., solicitors, of 79, Lombard-street, E.C., have taken into partnership Mr. William Wallworth Elliott. The style of the firm remains as heretofore.

CHARLES JAMES HUNTER and WILLIAM JAMES CURTIS, solicitors, 13, Halford-street, Leicester (Hunter & Curtis). Dec. 31. The said William James Curtis will in future practise at 13, Halford-street, Leicester, aforesaid on his own separate account.

ROBERT RICHARDSON and ARTHUR MORRIS, solicitors, Bradford, (Richardson & Morris). Nov. 30. Robert Richardson will continue to practise at the Swan-arcade, and Arthur Morris will practise at 1, New Ivegate, Market-street, Bradford.

JAMES MARTIN RUTTER and JAMES FINNEY, solicitors, Bolton. Dec. 30.

WILLIAM MOSELEY TAYLER and JOHN WARD, solicitors (Tayler & Ward), No. 27, Great James-street, Bedford-row. Dec. 31. [Gazette, Jan. 3, 1882.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

WITHERS & PIER, PROMENADE, GAS, AND GENERAL IMPROVEMENT COMPANY, LIMITED.—Petition for winding up, presented Dec. 28, directed to be heard before Hall, V.C., on Jan. 13. Bell and Co. Bow churchyard, agents for Woodhouse, Kingston-upon-Hull, solicitor for the petitioner [Gazette, Dec. 30.]

COUNTERTHORPE BRICK AND TILE COMPANY, LIMITED.—Petition for winding up, presented Dec 28, directed to be heard before Chitty, J., on Jan 14. Paterson and Co, Lincoln's inn fields, agents for Haxby, Leicester, solicitor for the petitioner.

SOCIETY OF AFRICAN TRADERS, LIMITED.—Petition for winding up, presented Dec 6, directed to be heard before Fry, J., on Jan 13. Cotton, Southampton bldgs, solicitor for the petitioner [Gazette, Jan. 3.]

UNLIMITED IN CHANCERY. SEVENTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C. dated Dec 20, it was ordered that the society be wound up. Elborough and Dean, Queen Victoria st, solicitors for the petitioner

TYNEDSIDE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Dec 28, directed to be heard before Hall, V.C., on Jan 13. Allen, Bedford row, agent for Criddle, Newcastle-on-Tyne, solicitor for the petitioner [Gazette, Dec. 30.]

SYNDICATE OF THE MINING PROPERTY PLACER AURIFERO GENERAL, ALVAREZ.—Fry, J., has fixed Thursday, Jan 12, at 12, for the appointment of an official liquidator [Gazette, Jan. 3.]

COURT PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

IRON, STEEL, AND HARDWARE COMPANY, LIMITED.—By an order made by the V.C., dated Nov 21, it was ordered that the company be wound up. Barrell and Co, Liverpool, solicitors for the petitioner [Gazette, Dec. 30.]

IRON, STEEL, AND HARDWARE COMPANY, LIMITED.—The V.C. has, by an order dated Nov 21, appointed Higginson Robinson, 20, Water st, Liverpool, to be official liquidator [Gazette, Jan. 3.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALLDRIDGE, CHARLES HOUGHTON, Birmingham, Cabinet Case Maker. Jan 31. Alldridge v Alldridge, Fry, J. Southall, Birmingham.

DAVIS, MOSS, Surrey st, Strand. Feb 28. Peplow v Spyer, Fry, J. Spyer, Winchester House, Old Broad st.

EADON, JOHN ALFRED, Sheffield, Auctioneer. Jan 24. Eadon v Eadon, Chitty, J. Brown and Son, Sheffield.

HODGES, RICHARD JOHN, Weston-super-Mare, Esq. Jan 28. Shurlock v Hodges, Chitty, J. Mills, New sq, Lincoln's inn.

KEAN, JAMES, Wrexham, Denbigh, Pawnbroker. Jan 27. Mallon v Beirne, Hall, V.C. Hughes, Wrexham.

KENDALL, THOMAS MARRERS, King's Lynn, Norfolk, Surgeon. Jan 24. Woodward v Kendall, Chitty, J. Archer, King's Lynn.

LOADER, CHARLES PRICE, Great Lever, near Bolton, Wine Merchant. Jan 27. Loader v Daniel, Hall, V.C. Keary and Marshall, Stoke-upon-Trent.

MORRIS, HERBERT BYRON, Exeter, Wine Merchant. Feb 10. Lord v Morris, Chitty, J. Bartlett, Bath.

RICHARDSON, WILLIAM, Old st, Book Manufacturer. Jan 31. Richardson v Richardson, Fry, J. Reed, Guildhall chmbrs, Basinghall st.

STEBBINGS, GEORGE, High st, Stratford, Grocer. Jan 31. Carter v Stebbings, Fry, J. Parkes, Queen Victoria st.

STRONG, CHARLES DYKES, Birmingham, Corn Factor. Jan 31. Gray v Strong, Hall, V.C. Pointon, Birmingham [Gazette, Dec. 27.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

BAKER, FRANCES CROFTON, Hasfield Court, Gloucester. Jan 31. Bryan, Gloucester

BARTLETT, CHARLES, Arundel, Sussex. Feb 8. Bartlett, Bedford row

BENNETT, CHARLES, East Southend, Exeter, Gent. Feb 1. Burch, Exeter

BENNETT, MATILDA, East Southend, Exeter. Feb 1. Burch, Exeter

BENNETT, THOMAS SAWLE, East Southend, Exeter, Gent. Feb 1. Burch, Exeter

BRITT, WILLIAM, St John's Common, Clayton, Gent. March 13. King and Son, Brighton

BUCKLE, JOHN, Saltash, Cornwall, Gent. Dec 27. Cleverton and Son, Plymouth

BUTTERWORTH, THOMAS, Heywood, Lancashire. Jan 9. Grundy and Son, Manchester

CLARK, JOHN, Doncaster, York, Currier. Feb 28. Fisher, Doncaster

CLARK, WILLIAM HENRY ANDREW, Leinster gdns, Hyde pk, Jan 25. Meynell and Pemberton, Whitehall place

CLIFFORD, WILLIAM, Exeter, Gent. Feb 1. Burch, Exeter

CLIFFORD, MARY FRYER, Exeter. Feb 1. Burch, Exeter

COLQUHOUN, ERNEST AUGUSTUS, Liverpool, Gent. Jan 21. Payne and Son, Liverpool

DIXON, THOMAS, Nottingham, Gent. Jan 28. Burton and Co, Market pl, Nottingham

DRIFFIELD, WILLIAM, Audlem, Cheshire, Draper. Feb 1. Driffield and Williams, exors, Birkenhead

EASTLAKE, WILLIAM, Plymouth, Solicitor. March 25. Loye, Plymouth

ELSDON, HENRY, Rothbury, Northumberland, Builder. Jan 2. Nicholson, Morpeth

FRANCOM, HENRY, Seven Sisters rd, Licensed Victualler. Feb 2. Clapham and Fitch, Bishopsgate Without

FRENCH, GEORGE RUSSELL, Henrietta st, Brunswick sq, Architect. Feb 1. Burton and Co, Lincoln's inn fields

GRIMMOND, GEORGE STEVENSON, Oxford st, Confectioner. Feb 1. Mossop and Rolfe, Cannon st

GLOVER, THOMAS GEORGE, Sydenham Hill, Esq. Feb 13. Gadsden and Treherne, Bedford row

GUTHRIED, RICHARD JAMES, Market Strand, Falmouth, Draper. Jan 31. Jenkins, Falmouth

HARGREAVES, JAMES WALMSLEY, Liverpool. Jan 19. Tyrer and Co, Liverpool

HAVER, GEORGE, Buxted, Sussex, Miller. Feb 10. Warburton and De Paula, Finsbury circus

HERBERT, HENRY, Banbury, Oxford, Gent. Feb 1. Fortescue and Sons, Banbury

JENNINGS, ADELAIDE, Harbledown, Kent. Feb 25. Lewis, Castle st, Dover

KNOX, REV. CANON ANDREW, Birkenhead, Clerk. Jan 20. Brook and Morris, Liverpool

MCKENZIE, JOHN, Peterborough, Draper. Feb 1. Hart, Peterborough

MERKE, GEORGE BARKE, Derby, out of business. Jan 31. Smith and Son, Sheffield

MOORFIELD, ROBERT, Pemberton, Lancaster, Saddler. Jan 21. Appleton and Wright, Wigton

NADIN, JOHN, Leek, Stafford, Builder. Jan 31. Challinor and Co, Leek

NICHOLSON, THOMAS, St Clement's terr, York, Builder. March 1. Wilson, York

PIPOX, MANATON, Ideld, nr Crawley, Sussex, Esq. Jan 31. Boodie, Davies st, London

RICHARDSON, TIMOTHY WATSON, Woodthorpe, Farmer. March 1. Brown and Co, Wakefield

RIGGS, JOHN, Kensington, Esq. Feb 1. Marshall, Theobald's rd

SWAIN, THOMAS, Handsworth, Gent. March 1. Pointon, Birmingham

THORPE, GEORGE DURHAM, Sevenoaks, Kent, Malster. Feb 18. Holcroft and Machell, Sevenoaks

TRIST, ART, Tempest Hay, Liverpool. Jan 30. Quinn and Sons, Liverpool

WATSON, WILLIAM, Poplar, Licensed Victualler. Jan 30. Marsh, Fen ct

WOOLSTENCROFT, JOSEPH, Lettwich, Chester, Surgeon. Feb 1. Green and Dixon, Northwich

YOUNG, JOHN, Canonbury Park North, Gent. Feb 14. Chorley and Co, Moorgate st [Gazette, Dec. 23.]

DAYLIGHT IN PASSAGES.—Chappuis' Reflectors, 60, Fleet-street.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, Jan.	9 Mr. Koe	Mr. Latham	Mr. Pemberton
Tuesday	10 Clowes	Leach	Ward
Wednesday	11 Koe	Latham	Pemberton
Thursday	12 Clowes	Leach	Ward
Friday	13 Koe	Latham	Pemberton
Saturday	14 Clowes	Leach	Ward
	Mr. Justice FRY.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, Jan.	9 Mr. Farrer	Mr. Merivale	Mr. Jackson
Tuesday	10 Teesdale	King	Cobby
Wednesday	11 Farrer	Merivale	Jackson
Thursday	12 Teesdale	King	Cobby
Friday	13 Farrer	Merivale	Jackson
Saturday	14 Teesdale	King	Cobby

HILARY SITTINGS, FROM MARCH 1 TO APRIL 5, 1882.

(Continued from page 144.)

COURT OF APPEAL.

At Lincoln's-inn and Westminster.

Wednes, Mar 1	App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps	Saturday ..25..Pena. sht. caus. & gen. pa. Monday ..27..In Bankruptcy. Tuesday ..28.. Wednesday ..29.. Thursday ..30.. General paper.
Thursday ..2..Bkcy apps and othr apps		Friday ..31..Motns. adj. sums. & gen. pa. Satrdy, Apr 1..Pena. sht. causes, & gen. pa. Monday3..In Bankruptcy. Tuesday4..General paper. Wednesday ..5..Mts. adj. sums. & gen. pa. Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the paper.
Friday3..		Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.
Saturday4..Appeals.		V.C. Sir CHARLES HALL. At Lincoln's-inn.
Monday6..		Wed., Mar 1..General paper
Tuesday7..		Thursday ..2..Motns. & gen. pa.
Wednesday ..8..App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps		Friday3..Pena. & gen. pa.
Thursday9..Bkcy. apps. & othr apps.		Satrdy,4..Sht. caus. adj. sums. & gen. pa.
Friday10..		Monday6..General paper.
Saturday11..Appeals.		Wednesday ..8..
Monday13..		Thursday ..9..Motns. & gen. pa.
Tuesday14..App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps		Friday10..Pena. & gen. pa.
Wednesday ..15..		Saturday ..11..Sht. caus. adj. sums. & gen. pa.
Thurs.16..Bkcy. apps. & othr apps.		Monday13..General paper
Friday17..		Tuesday14..General paper
Saturday ..18..Appeals.		Wednesday ..15..Motns. & gen. pa.
Monday20..		Thurs.16..Motns. & gen. pa.
Tuesday21..App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps		Friday17..Pena. & gen. pa.
Wednesday ..22..		Saturday ..18..Sht. caus. adj. sums. & gen. pa.
Thursday ..23..Bkcy. apps. & othr apps.		Monday20..General paper.
Friday24..		Tuesday ..21..General paper.
Saturday ..25..Appeals		Wed., ..22..Motns. & gen. pa.
Monday27..		Thursday ..23..Pena. & gen. pa.
Tuesday28..App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps		Friday24..Sht. caus. adj. sums. & gen. pa.
Wednesday ..29..		Saturday ..25..Sht. caus. adj. sums. & gen. pa.
Thursday ..30..Bkcy apps and othr apps		Monday27..General paper.
Friday31..		Tuesday ..28..General paper.
Satrdy, Apr 1		Wednesday ..29..Motns. & gen. pa.
Monday3..Appeals.		Thurs.30..Motns. & gen. pa.
Tuesday4..App. motns. ex pte. apps. from orders made on interlocutory motns. & othr apps		Friday31..Pena. & gen. pa.
Wednesday ..5..		Satrdy, Apr 1..Sht. caus. adj. sums. & gen. pa.
N.B.—There will be no sitting at Westminster during the absence of the Lords Justices Baggallay, Cotton, and Lindley on circuit.		Monday3..General paper.
During such absence, if any of the Westminster interlocutory appeals are urgent, application may be made to the court at Lincoln's inn for early hearing in that court.		Tuesday ..4..General paper.
N.B.—Lunacy petitions will be taken every Saturday during the sittings at Lincoln's-inn.		Wednesday ..5..Motns. & gen. pa.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

V.C. Sir JAMES BACON.

At Lincoln's Inn.

Wednes, Mar 1	General paper.	Monday ..13..In Bankruptcy.
Thursday ..2..	M. tions, adj. sums., and gen. pa.	Tuesday ..14..General paper.
Friday3..	M. tions, adj. sums., and gen. pa.	Wednesday ..5..General paper.
Satrdy4..	paper	Thursday ..6..General paper.
Monday6..In Bankruptcy.		Friday7..Motns. adj. sums. & gen. pa.
Tuesday7..	Pena. sht. causes, and gen. pa.	Sat., ..11..Pena. sht. causes, & gen. pa.
Wednesday ..8..General paper.		Monday ..13..In Bankruptcy.
Thursday ..9..		Tuesday ..14..General paper.
Friday10..Motns. adj. sums. & gen. pa.		Wednesday ..15..General paper.
Sat., ..11..Pena. sht. causes, & gen. pa.		Thursday ..16..Motns. adj. sums. & gen. pa.
Monday ..13..In Bankruptcy.		Sat., ..18..Pena. sht. causes, & gen. pa.
Tuesday ..14..General paper.		Monday ..20..In Bankruptcy.
Wednesday ..15..General paper.		Tuesday ..21..General paper.
Thursday ..16..Motns. adj. sums. & gen. pa.		Wednesday ..22..General paper.
Sat., ..18..Pena. sht. causes, & gen. pa.		Thursday ..23..Motns. adj. sums. & gen. pa.
Monday ..20..In Bankruptcy.		Friday24..Sht. caus. pena. adj. sums. & gen. pa.
Tuesday ..21..General paper.		Saturday ..25..Adj. sums. & gen. pa.
Wednesday ..22..General paper.		
Thursday ..23..Motns. adj. sums. & gen. pa.		

LEGAL NEWS.

At the Guildhall, on Saturday, Leonard Stimpson and Alfred Vincent, clerks in the employ of Mr. George Augustus Schultz, solicitor, of 9, Union-court, Old Broad-street, were charged on remand before Sir Robert W. Carden with stealing within the last four months a bundle of probate and other valuable documents belonging to the prosecutor. It appeared that some time ago Mr. Schultz removed his office to Old Broad-street, and recently he missed a bundle of probate and other deeds. The prisoners admitted having taken the deeds, but said they were only expired leases which were worth only parchment price. Mr. Schultz said that all the deeds were kept in an iron safe. Sir R. W. Carden remarked that solicitors did not put worthless documents into an iron safe. He would not settle the case then, but take time to consider what he should do to punish the boys, and at the same time to save them from ruin. The prisoners were then remanded.

It is stated that, in consequence of recent internal alterations in the City of London Court, which have been made by order of the Law and City Courts Committee, and the increase in the number of cases, the inconvenience to barristers, solicitors, suitors, and others having business at the court, has been very great. On one day this week, although the list was a comparatively light one, the court was so tightly packed that it was impossible for many suitors who heard their names called at the entrance doors to get to the witness box, while others deliberately walked away, rather than make an attempt to reach it. Several barristers and solicitors had their gowns torn up in their endeavour to get to their seats to conduct their clients' cases, and having done so had to retire by the judge's private door. For more than an hour no order could be kept.

The last published report of the Local Government Board contains some examples of the diversion of a statutory fund to an object which Parliament never contemplated. One of these diversions occurred in a South Wales parish, where it was resolved at a vestry meeting that the sum of 21s. should be paid from the rate for any grown-up fox killed within the hamlet, on the head being produced to the guardians of the hamlet, 10s. should be paid for a whelp, and half-a-crown for every raven killed. The Local Government Board confirmed the disallowance. In another parish, for a quarter of a century before there was a central audit of the highway-rate accounts, a sparrow club was paid for out of the rate. The farmers used to shoot the sparrows and sell them to a person, who was afterwards repaid out of the rates. £3 10s. 1½d. had been expended in one half-year for 1,383 sparrows, and, in addition, an unexplained item of 12s. 6½d. for "fers." In other parishes mole-catchers had their remuneration regularly charged upon the highway-rate, and in one case it was charged in the surveyor's account. In another case the coat and hat of the bellman was charged upon the highway-rate, and the rate elsewhere was charged with the cost of supplementing the postal delivery. The Local Government Board says:—"These cases may be taken as examples of the manner in which this rate has for years been misapplied. Many other cases might be adduced." In all cases the charges were disallowed, and the Local Government Board, where the members of Highway Boards made permutations, would not concur in the view that a considerable outlay on champagne, early salmon, sherry, and the like came within the description of "reasonable expenses."

At the Stock and Share Auction Company's sale, held on December 30, at their sale-room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Surrey and Hampshire Canal Corporation £10 shares, fully paid, £4 5s.; Standard Union Investment £1 seven per cent. preferred shares, fully paid, 20s. 6d.; Oriental Telephone Company £1 shares, 10s. paid, 1-32 premium; Old Owlcombe Mines £1 shares, fully paid, 7s.; Indian Trevelyan Gold Mining £1 shares, fully paid, 15s.; Indian Glenrock Gold Mining £1 shares, fully paid, 1-16 premium; Philadelphia and Reading Railways deferred shares, 3s. premium; Indian Phoenix Gold Mining £1 shares, fully paid, 15s.; East Devon Consols Copper Mines £2 shares fully paid, 5s.; Rhodes Reefs, 15s.; New Zealand Kupangas, 12s. 6d.; and other miscellaneous securities fetched fair prices.

BIRTH.

JONES.—Dec. 30, the wife of Henry P. Jones, solicitor, Manchester, of a daughter.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec 30, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Archer, William Appleby, Gateshead, Durham, Grocer. Pet Dec 22. Daggett. Newcastle, Jan 9 at 11
Queeneborough, William Edwin, Hamstead, Hertford, Licensed Victualler. Pet Dec 20. Edwards. St Albans, Jan 11 at 3
Radley, Reuben, Newton rd, Tottenham, Builder. Pet Dec 28. Pulley. Edmonton, Jan 20 at 3

TUESDAY, Jan. 3, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Meadows, Elihu, Duke st, London Bridge, Provision Merchant. Pet Jan 2. Pepps. Jan 18 at 12
Tapp, James Bryant, and Frederick Melhuish, Nettleton rd, New Cross, Coal Merchants. Pet Dec 30. Pepps. Jan 18 at 12

To Surrender in the Country.

Donkin, Henry, Blyth, Northumberland, Provision Dealer. Pet Dec 20. Daggett. Newcastle, Jan 16 at 11
Galpin, John Evan, Cambridge, Fencing Master. Pet Dec 30. Eaden. Cambridge, Jan 23 at 11
Godsmark, E., Greenwich, Milliner. Pet Dec 30. Bristow. Greenwich, Jan 17 at 1
Hore, the Right Honourable Walter, Baron Ruthven, Yeo Vale, nr Bideford. Pet Dec 31. Bosson. Barnstaple, Jan 16 at 12
Myers, Horace, Clapham Common, Gent. Pet Nov 1. Willoughby. Wandsworth, Jan 13 at 11
Raphael, James, Cardiff, Tailor. Pet Dec 29. Langley. Cardiff, Jan 16 at 11
Richardson, Joshua Rogerson, and James Richardson, Heaton's Court, Briggate, Leeds, Barr Merchants. Pet Dec 28. Marshall. Leeds, Jan 25 at 11
Webber, John, Wells, Somerset, Gent. Pet Dec 31. Foster. Wells, Jan 21 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Jan. 3, 1882.

Bartlett, John Searle, King st, St James', Dealer in Works of Art. Dec 22

Jones, John Lloyd, Penderin, Llandissilligog, Cardigan. Dec 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 30, 1881.

Baker, John, Birmingham, Beer Retailer. Jan 19 at 3 at offices of Clarke and Co, Waterloo st, Birmingham
Belham, John, Chichester, Sussex, Carver. Jan 16 at 2 at offices of Nye and Greenwood, Serjeants' inn, Janman, Chichester
Boorer, Richard Barnes, Hounslow, Butcher. Jan 7 at 3 at Red Lion Hotel, Hounslow. Wools and Co, Uxbridge
Boosey, Edward Cuningham, Tottenham ct rd, Lithographer. Jan 18 at 2 at offices of Flegg and Son, Hills pl, Oxford st
Box, George Henry, King's Norton, Worcester. Jan 12 at 11 at offices of Eaden, Bennett's hill, Birmingham
Bradbury, John, Stony Stratford, Buckingham, Auctioneer. Jan 13 at 3 at offices of Becke, Dergate, Northampton
Brownjohn, Henry William, Windsor, Coal Merchant. Jan 16 at 1 at offices of Lawson, Essex st, Strand
Burch, Charles, Walberton, Sussex, out of business. Jan 18 at 3 at Dolphin Hotel, Chichester. Janman, Chichester
Bulch, Robert, Enfield, and Henry John Augustus Burnett, Dunston, Durham, Chemical Manufacturers. Jan 12 at 3 at Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Gibson and Co, Newcastle-upon-Tyne
Cooke, Mary Marsden, Cheadle, Chester, Boot and Shoe Maker. Jan 18 at 3 at offices of Kerr, Faulkner st, Manchester. Walley, Manchester
Comfort, Benjamin, Oxford, of no occupation. Jan 12 at 12 at offices of Galpin, New Inn Hall st, Oxford
Elliott, James Morland, Liverpool, Joiner. Jan 13 at 2 at offices of Steinforth, York bldgs, Liverpool
Emmerson, William Seth, Bedminster, Licensed Victualler. Jan 13 at 2 at offices of Dodds, Shannon ct, Bristol. Henderson, Bristol
Fairbairn, Thomas, Angel lane, Stratford, Essex, Retail Bootmaker. Jan 12 at 12 at offices of Meynell, Castle st, Holborn
Firth, Seth, Leeds, York, Grocer. Jan 14 at 11 at offices of Tennant and Barrett, Albion st, Leeds
Forman, Joseph, Hinckley, Leicester, Boot and Shoe Manufacturer. Jan 16 at 3 at offices of Hincks, Bowling Green st, Leicester
Freeman, Delamark, Marylebone rd, Surgeon. Jan 10 at 3 at offices of Barnett, Palmerston bldgs, Old Broad st
Freeman, John William, Broadway, Deptford, Kent, Draper. Jan 16 at 3 at offices of Ladbury, Cheapside. Tattam, Bishopgate st
Gadsden, William Pratt, Aylesbury, Bucks, Auctioneer. Jan 19 at 3 at the Bell Hotel, Aylesbury. Rawson, Great Marlow
Gowland, Francis, Middleton, Pickering, York, Farmer. Jan 11 at 12 at office of Walker, Pickering
Hall, George, Hunwick, Bishop Auckland, Durham, Licensed Victualler. Jan 23 at 3 at office of Stanford, Collingwood st, Newcastle upon Tyne
Heaps, Robert Jackson, Tadcaster, York, Licensed Victualler. Jan 18 at 12 at 1a, Albion st, Leeds. Malcolm, Leeds
Hemming, George, jun., Redditch, Worcester, Builder. Jan 13 at 11 at offices of Walford, Newhall st, Birmingham
Jones, John Edward, Llanerchymedd, Anglesey, Innkeeper. Jan 17 at 2 at the British Hotel, Bangor. Fanning, Amlwch
Jones, John Rowland, Fron hyfryd, Llanrug, Carnarvon, Farmer. Jan 11 at 3 at offices of Roberts, Church st, Carnarvon
Kay, William, Over Darwen, Lancaster, Joiner. Jan 16 at 11 at Smalley's Hotel, Duckworth st, Over Darwen. Costeker, Over Darwen
Lea, John, Warrington, Accountant Law Stationer. Jan 13 at 12 at offices of Tunstall, Warrington
Lee, Thomas, Riley st, Horselydown, Licensed Victualler. Jan 6 at 4 at office of Wetherfield, Gresham bldgs, Guildhall
Pivernau, Louis Alexander, Mortimer st, Cavendish sq, Art Dealer. Jan 12 at 12 at office of Plunkett and Leader, St Paul's churchyard
Powell, David, Hoyland Common, Barnsley, Grocer. Jan 12 at 12 at offices of Marshall and Owensworth, Barnsley
Puddleplat, George, Amersham, Bucks, Farmer. Jan 19 at 12 at offices of Francis and How, Chesham
Richings, Henry, Clarkson rd, Walthamstow, out of business. Jan 13 at 2 at Guildhall Tavern, Grusham st. Neave, Cheapside
Roberts, Albert, and Brook Haigh, Rottoms, Holmfirth, York, Dyers. Jan 6 at 4 at offices of Schofield, Huddersfield. Grisdale, Leeds
Rutter, John, Ryton-upon-Tyne, Durham, Painter. Jan 10 at 3 at offices of Wilson and Sandeman, Collingwood st, Newcastle-upon-Tyne
Sadler, Rupert, Birmingham, Wood Turner. Jan 12 at 2 at office of Sargent and Son, Bennett's hill, Birmingham
Sancto, Edward, Maidstone, Builder. Jan 12 at 3 at Star Hotel, Maidstone, Kent
Shankster, Edward, Weelsby, Lincoln, Fish Curer. Jan 10 at 11 at offices of Grange and Wintingham, St Mary's church, West St Mary's gate, Great Grimsby
Solomon, Simon, Wentworth st, Spitalfields, Bootmaker. Jan 9 at 3 at offices of Barnett, Palmerston bldgs, Old Broad st
Spelman, John Shelly, Bradfield St George, Suffolk, Farmer. Jan 16 at 1 at offices of Gudrejon, Guildhall, Bury St Edmunds
Todd, Richard, Walton, York, Farmer. Jan 14 at 11 at offices of Smith, Petergate, York
Usher, Richard, Bodicote, Oxford, Manager to a Drug Grinder. Jan 16 at 11 at 36, High st, Banbury. Whitehorn
Waldron, Ambrose, Catshill, Worcester, out of business. Jan 14 at 11 at offices of Creswell, Institute bldgs, Bromsgrove
Wilcox, James, Cheltenham, Gloucester, Beerhouse Keeper. Jan 7 at 12 at offices of Potter, Northfield House, North pl, Cheltenham
Wood, Edward, the Retreat, Istoket, Leicester, Outdoor Beerseller. Jan 7 at 11 at offices of Fisher and Co, Ashby-de-la-Zouch
Zurhorst, Frederick William, West Kensington ter, of no occupation. Jan 10 at 12 at offices of Lumley and Lumley, Conduit st, Bond st

TUESDAY, Jan. 3, 1882.

Andrew, Robert, Hyde, Chester, Butcher. Jan 18 at 12 at offices of Rayner and Turner, Clarendon pl, Hyde
Appleton, Josiah, St Helena, Lancaster, Grocer. Jan 13 at 3 at offices of Riley, Lord st, Liverpool
Aston, Edwin, Chester, Draper. Jan 12 at 3 at offices of Green and Dixon, Castle chambers, Northwich
Bailey, Thomas, Barbrook, Sheffield, Builder. Jan 16 at 2 at offices of Clegg and Sons, Victoria chambers, Sheffield

Baker, Eliza, Bedminster, Somerset, out of business. Jan 14 at 2 at Guildhall, Broad st, Bristol

Baker, Frederick William, Bath, Tobacconist. Jan 16 at 12 at offices of Kingsford and Co, Essex st, Strand. Titled, Bath

Bampton, George, Frederick, Coventry, Chemist. Jan 16 at 3 at offices of Browett, Bayley lane, Coventry

Blake, Boycott George, Worcester, Grocer. Jan 16 at 12 at Hen and Chickens Hotel, New st, Birmingham. Tree and Son, Worcester

Bourke, Patrick Francis, Bradford, Cooper. Jan 24 at 2 at 35, Cannon st, Manchester. Alderson, Manchester

Bowler, Isaac, Tunstall, Stafford, Oil Worker. Jan 17 at 3 at offices of Salt and Alcock, Market st, Tunstall

Brewer, Robert, Bradford, York, Licensed Victualler. Jan 18 at 11 at offices of Berry and Robinson, Charles st, Bradford

Brown, Margaret Ann, Southport, Lancaster, Dress Maker. Jan 18 at 3 at offices of Rogers, Lord st, Liverpool. Cockshott, Southport

Brown, Walter, Dreadon, Stifford, out of business. Jan 16 at 11 at offices of Kent, Chancery lane, London

Cantrell, Matthew Henry Frost, Derby, Surgeon. Jan 19 at 11 at offices of Brookes, Bakewell

Dashwood, De Courcy Pitcairn, Devon, Gent. Jan 13 at 3 at offices of Temple, Teignmouth

Davis, William, Gt Malvern, Worcester, Insurance Agent. Jan 14 at 3 at offices of Stallard and Son, Pierpoint st, Worcester

Davys, Thomas, Long Eaton, Blacksmith. Jan 16 at 12 at offices of Wyles, Low pavement, Nottingham

D'Eve, George Rust, Felixstowe, Suffolk, Schoolmaster. Jan 17 at 11 at Post Office chmbrs, Ipswich. Cobbold and Co, Ipswich

Dow, William Harvey, Gt James st, Lissan grove, Butcher. Jan 12 at 11 at offices of Cooper and Co, Lincoln inn fields

Dunk, Rev. Jonathan William, Bridgtown, Cannock, Stafford. Jan 13 at 12 at office of Higga, Bennett's hill, Birmingham

Eades, Richard Eyres, Wharf rd, City rd, Ivory Turner. Jan 10 at 4 at 38, Southamp ton bldgs, Holborn. Knight, Cornwall rd, Bayswater

Ewens, Joseph, Exeter, Grocer. Jan 14 at 11 at Castle Hotel, Castle st, Exeter. Orchard Exeter

Flintoff, William, Durham, Grocer. Jan 16 at 3 at 32, Grainger st West, Newcastle-on-Tyne. Marshall

Gilbert, Mary Ann, Peterborough, General Provision Dealer. Jan 17 at 12 at offices of Vergette and Buckle, Market st, Peterborough

Gill, Thomas, Barrow-in-Furness, Confectioner. Jan 12 at 11 at Station Hotel, Carnforth Sins, Barrow-in-Furness

Gouldard, James, Southampton, Corn Merchant. Jan 7 at 12 at Railway Hotel, St Deny's, Southampton. Hollett and Co, Farnham

Godfrey, Harry Tom, Vicarage rd, Willesden, Builder. Jan 19 at 2 at office of Williams and Co, King st, Chesham. Harston

Gould, William James, High st, Wednesbury, Stafford, Milliner. Jan 25 at 11 at office of Rhodes, Queen st, Wolverhampton

Grant, George, Watton, Norfolk, Boot Manufacturer. Jan 16 at 12 at offices of Kent, St Andrew's Hall Plain, Norwich

Green, William, Merthyr Tydfil, Glamorgan, Clerk in Holy Orders. Jan 16 at 12 at offices of Morgan and Co, Victoria st, Merthyr Tydfil

Haigh, Edmund, Halifax, Grocer. Jan 17 at 11 at offices of Ingram and Huntriss, Halifax

Haigh, Letitia Ann, Huddersfield, Milliner. Jan 16 at 11 at offices of Sykes and Son, New st, Huddersfield

Hardy, John, Altrincham, Chester, Draper. Jan 23 at 3 at offices of Brett and Craven, Kennedy st, Manchester

Hardwick, John, New Bridge bldg yard, Newcastle-upon-Tyne, Builder. Jan 18 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Hassfeld, Maximilian Stanislaus, Newgate st, Manufacturer's Agent. Feb 14 at 2 at City Terminus Hotel, Cannon st, Montagu, Bucklersbury

Heather, Richard John, Wivenhoe rd, Peckham Rye, and John William Laws, Darrell rd, East Dulwich, Surrey, Builders. Jan 19 at 3 at Kennan's Hotel, Crown crt, Chesham. Lovett and Co, King William st

Hill, Joseph, Totterdown, Bootmaker. Jan 13 at 2 at offices of Brown, Corn st, Bristol

Hooker, William Schofield, Birkenhead, Chester, Outfitter. Jan 18 at 3 at offices of Thompson, Hamilton st, Birkenhead

Holt, Herbert, Fakenham, Norfolk, Schoolmaster. Jan 12 at 11 at offices of Rumbelow Bridge st, Fakenham

Holton, Joseph, Jun, Tredington, Worcester, Farmer. Jan 19 at 2 at White Hart Hotel, Moreton-in-Marsh. Barkes

Howes, Josiah, Aylesbury, Bucks, Builder. Jan 19 at 1 at the Bell Hotel, Aylesbury. Rawson, Great Marlow

Hunt, George, Brighton, Licensed Victualler. Jan 19 at 3 at offices of Goodman, North st, Brighton

Isitt, John Henry, Bigg Market, Newcastle-upon-Tyne, Innkeeper. Jan 13 at 2 at offices of Pybus, Post Office chmbrs, St Nicholas sq, Newcastle-upon-Tyne

Jewhurst, Richard, Northumberland rd, Margate, Kent, Ironmonger. Jan 19 at 11.30 at offices of Burrows, Cecil sq, Margate

Johnston, James and John Montgomery Johnston, Wardour st, Soho, Brass Manufacturers. Jan 23 at 2 at Law Institution, Chancery lane. Thompson and Ward, Bedford row

Keep, William John, Birmingham, Warwick, Tailor. Jan 16 at 12 at offices of Higgins and Mallard, Newall st, Birmingham

Kearton, John, Maryport, Cumberland, Butcher. Jan 17 at 2 at offices of Dixon, Trevelyan Hotel, Maryport. Nicholson, Maryport

Kings, George Vincent, Strorrige, Cradley, Builder. Jan 19 at 11 at offices of Miller and Corbett, Avenue house, Worcester

Kirby, George Wainwright, Shalemoor, Sheffield, Dyer. Jan 16 at 11 at offices of Mellor, Huen st, Sheffield

Lea, Charles, and James Lea, Little Hinton, Wilts, Dairyman. Jan 16 at 3 at offices of Boodle, Albion bldgs, New Swindon

Lewinger, Carl, and Friedrich Mansfeld, Hart st, Wood st, Manufacturers' Agency. Jan 26 at 3 at offices of Lumley and Lumley, Conduit st, Bond st

Lingham, James Arthur, Brockley, Kent, Carpenter. Jan 23 at 2 at offices of Arnold, Borough High st, Southwark

Mattocks, John, and John Thomas Timms, Coventry, Warwick, Bicycle Manufacturers. Jan 16 at 12 at offices of Seymour, Priory row, Coventry

May, John, Brighton, Sussex, Tailor. Jan 19 at 3 at 152, North st, Brighton. Maynard, Brighton

McLellan, Joseph William, Lambeth walk, Lambeth, Leather Merchant. Jan 17 at 2 at offices of Simpson and Palmer, Three Crown sq, Southwark

Millward, Henry, Sutton Common, Kidderminster, Worcester, Builder. Jan 14 at 11 at offices of Waldron, High st, Brierley Hill

Mison, Charles, Oxford rd, Windsor, Oilman. Jan 18 at 3 at offices of St Paul, Staple inn Mndy, Thomas, Bristol, Licensed Victualler. Jan 11 at 12 at offices of Essery, Nicholas st, Bristol

Munday, Charles Robert, Smardale rd, Wandsworth, Surrey, Builder. Jan 17 at 2 at offices of Mason, Curtain rd, Finsbury

Nicholls, William Pollett, Cardiff, Glamorgan, Tobacco Manufacturer. Jan 12 at 20 at office of Tribe and Co, Albion chmbrs, Bristol. Heard, Cardiff

Phillips, William, Plymouth, Devon, Builder. Jan 13 at 11 at office of Love, Courtenay st, Plymouth

Pringle, Charles Thomas, Salisbury, Agricultural Chemist. Jan 16 at 2 at Market house chmbrs, Salisbury. Hodding, Salisbury

Roberts, Albert, Bottoms, Holmfirth, York, Dyers. Jan 6 at 4.30 at offices of Schofield, Queen st, Huddersfield. Grisdale, Leeds

Russell, Cuthbert, Great Tower st, Engineer. Jan 12 at 3 at offices of Hillearys and Co, Fenchurch bldgs

Smith, John, and Hartley Hartley-Smith, Stock and Share Brokers, Cornhill. Jan 13 at 2 at Harper, Rood lane

Stainmand, George, Darlington, Poulterer. Jan 12 at 11 at office of Robinson, Chancery lane, Darlington

Stevens, Thomas Vincent, Coleman st, Camberwell, Florist. Jan 11 at 3 at offices of Chipperfield, Trinity st, Southwark

Stokes, Samuel, Bretell lane, Stafford, Grocer. Jan 17 at 11 at offices of Rogers and Jordan, High st, Stourbridge

Tame, Henry, Jun, Bramley rd, Notting Hill, Dairyman. Jan 23 at 2 at office of Wright, Gt Portland st

Taylor, John, Shrivernham, Berks, Blacksmith. Jan 16 at 10 at office of Boodle, Albion bldgs, New Swindon

Toster, William, Redgrave villas, Putney, Builder. Jan 24 at 2.30 at 145, Chesham. Chubb, Pancras lane

Thorpe, George, Sheffield, Spring Knife Manufacturer. Jan 16 at 3 at offices of Mellor, Queen st, Sheffield

Turner, William, Bristol, Beerhouse Keeper. Jan 16 at 12 at office of Meeres, High st, Bristol

Vallis, John, Birmingham, Tailor. Jan 13 at 3 at offices of Wright and Marshall, New st, Birmingham

Waite, Joseph, Banbury, Oxford, Grocer. Jan 18 at 11 at 36, High st, Banbury. Whitehorn

Watts, Samuel, Bath, Bicycle Agency. Jan 17 at 3 at Queen's Hotel, Caventry. Bartram and Bartlett, Bath

Williams, John, Lendal Bridge, York, Toll Lessee. Jan 14 at 2 at Clarence Hotel, Aldersgate st, Hawkin, Thrapston

Williams, John, Llanfairpwllgwyngyll, Anglesey, Draper. Jan 16 at 10.30 at 157, High st, Bangor, Carnarvon. Owen, Bangor

Williams, John, Pontypridd, Glamorgan, Grocer. Jan 17 at 12 at offices of Davies, Mill st, Pontypridd

Wiggin, Richard, Aston, Warwick, Oil Merchant. Jan 12 at 11 at offices of Spencer, Bennett's hill, Birmingham

Woodwards, Joseph, Aspenden, Hertford, Farmer. Jan 14 at 12 at offices of Armstrong, Fore st, Hertford

Woolmore, James Richard, Brighton, Wholesale Confectioner. Jan 18 at 3 at offices of Goodwin and Co, Coleman st. Kisbey, Chesham

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